

**CANADA – ONTARIO AGREEMENT  
ON FRENCH-LANGUAGE SERVICES  
2005-06 – 2008-09**

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**THIS AGREEMENT** was concluded in French and in English  
this 19<sup>th</sup> day of May, 2005.

**BETWEEN:** HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter called  
“Canada”, represented by the Minister of Canadian Heritage,

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, hereinafter called  
Ontario, represented by the Minister Responsible for Francophone Affairs of  
Ontario.

**WHEREAS** English and French are the official languages of Canada, as recognized in the  
Constitution of Canada, the *Canadian Charter of Rights and Freedoms* and the *Official Languages Act*  
(Canada), and the Government of Canada acknowledges its responsibilities and commitments to them;

**WHEREAS** the Government of Ontario, undertook to give the public the right to use French in  
communicating with and receiving services from government departments and agencies, by  
proclaiming the *French Language Services Act*, 1986;

**WHEREAS** Canada believes that, according to the *Official Languages Act* (Canada) and its official  
languages policy, it is important to cooperate with provincial and territorial governments and with  
organizations and institutions in Canada to advance the equality of status and use of English and  
French and to promote the development and ensure the full participation of the two official language  
communities in Canadian society;

**WHEREAS** the Department of Canadian Heritage has the mandate on behalf of the Government of  
Canada to co-operate with provincial and territorial governments in order to foster the full recognition  
and use of English and French in Canadian society and to enhance the vitality and support the  
development of official-language minority communities across Canada, and to promote a co-ordinated  
approach by federal institutions in pursuit of these objectives;

**WHEREAS**, within the framework of its *Action Plan for Official Languages* (hereafter called  
“Canada’s Action Plan”) announced on March 12, 2003, Canada identifies federal-provincial  
collaboration for service delivery in the language of the French language minority as one of the priority  
areas to foster renewed vitality to the country’s linguistic duality;

**WHEREAS** Canada and Ontario wish to establish, through this Agreement, a general framework for  
the planning and implementation of various measures to increase the capability of the Government of  
Ontario to deliver French-language services and support the development and vitality of the  
Francophone community of Ontario;

**AND WHEREAS** Ontario, as a member of the Ministerial Conference on Francophone Affairs, agreed  
in 2002 to a series of principles to provide a supportive environment for life in French in Canada;

**THEREFORE**, this Agreement confirms that the parties hereto agree as follows:

**1. DEFINITIONS**

- a) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act  
on his/her behalf;
- b) “Provincial Minister” means the Minister Responsible for Francophone Affairs of  
Ontario or anyone authorized to act on his/her behalf;
- c) “Ministers” means the Federal Minister, the Provincial Minister and any other Ministers  
of Canada and Ontario involved in implementing this Agreement;
- d) “Official languages” means the English and French languages;

- e) Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following;
- f) “Structuring Initiative” means a project or initiative intended to bring about a positive, structural and lasting change which will contribute to the development of the community;
- g) “Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Francophone identity basis;
- h) “Management Committee” means an administrative mechanism co-chaired and co-managed by the representatives designated by the signatories of this Agreement and created for the term of this Agreement to ensure its full implementation.

**2. PURPOSE OF THE AGREEMENT**

2.1 The purpose of this Agreement is to provide a multi-year collaboration framework to support the planning and delivery of quality French-language services for the Francophone community of Ontario, and to support the participation and promotion of Francophones to the political, social, cultural, economic, and community life of the province through structuring initiatives as presented in the strategic plan set out in Schedule B.

**3. PURPOSE OF THE CONTRIBUTION**

3.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures made by Ontario to implement its strategic plan (Schedule B).

3.2 For the purposes of this Agreement, Ontario’s strategic plan (Schedule B) includes:

3.2.1 a preamble:

- a) describing the general orientations, objectives and priorities of the Ontario for 2005-06 to 2008-09;
- b) describing the level of community involvement, if applicable, in the development of the strategic plan;
- c) providing the strategy the province/territory will use to implement the strategic plan and the data sources that will be used to measure the expected results; and

3.2.2 A table describing:

- a) the expected results up to 2008-09;
- b) the strategies, initiatives and measures that will be undertaken to achieve these results;
- c) the performance indicators selected to measure progress; and
- d) the breakdown by objectives of eligible forecasted expenditures and the respective contributions from both levels of government.

**4. MAXIMUM AMOUNT OF THE CONTRIBUTION OF CANADA**

4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2009 of the *Development of Official-Language Communities* Program, *Community Life* component, to the Administrative Procedures and Conditions in Schedule A and to the terms of this Agreement, Canada agrees to contribute to the eligible expenses incurred by Ontario in implementing its strategic plan (Schedule B) for the purposes described in Section 2 of this Agreement, for the next four fiscal years (2005-06 to 2008-09), an amount not to exceed 50% of the total eligible expenses incurred each fiscal year. Accordingly, Canada’s contribution to Ontario for each of the next four fiscal years shall be up to :

|         |             |
|---------|-------------|
| 2005-06 | \$1,400,000 |
| 2006-07 | \$1,400,000 |
| 2007-08 | \$1,400,000 |
| 2008-09 | \$1,400,000 |

## 4.2 Special Project Funding

For each fiscal year of this Agreement, Canada may provide Ontario with financial support, over and above the amount identified in paragraph 4.1, for one-time measures and projects proposed by Ontario subject to approval by the federal minister. These measures and projects will be included in a document to be attached, for each fiscal year for which Ontario has special projects approved, to Ontario's strategic plan (Schedule B) and will form an integral part thereof. This document will include the following information on the measure or project: title, duration, objectives, expected results, total forecasted budget, federal contribution, and provincial contribution.

4.3 Subject to the appropriation of funds by the Legislative Assembly of Ontario and the maintenance of current and forecasted budget levels of various Ontario's ministries, Ontario agrees to contribute to the eligible expenses under the terms of its strategic plan (Schedule B) for 2005-06 to 2008-09.

4.4 The administrative procedures and conditions governing the payment of Canada's contribution are included in Schedule A of this Agreement.

## 5. **ELIGIBLE EXPENSES**

5.1 For the purposes of this Agreement, eligible expenses may include, but not be limited to among others, expenditures related to the planning, study, research, development and implementation of the activities supporting Ontario's strategic plan (Schedule B). Eligible expenses may also include salaries and benefits, professional fees, and administrative costs and expenses incurred by Ontario and associated with the activities supporting Ontario's strategic plan.

## 6. **COORDINATION**

6.1 The federal minister and the provincial minister shall each appoint a senior official who will co-chair the Management Committee.

6.2 Management Committee members may designate an official to replace them at meetings and may also call upon other federal or provincial ministries as needed.

6.3 The Management Committee shall meet at least once a year to, among others:

- a) review the strategic plan to ensure that the objectives are being achieved and that the operating mechanisms are efficient;
- b) meet representatives of other federal and provincial ministries or agencies or other appropriate individuals in order to encourage the collaboration and participation of all concerned;
- c) prepare the report on outputs and actual expenditures and evaluations mentioned in this Agreement, as well as other documents presented by Ontario in accordance with the present Agreement and, if necessary, modifications to the strategic plan;
- d) ensure that the other duties or tasks set out in this Agreement or assigned by the Ministers are performed;
- e) ensure that these undertakings are completed with diligence and within a timeframe considered satisfactory by both parties.

## 7. **APPROVED ACTIONS/MEASURES AND BUDGETS**

7.1 Canada and Ontario agree that the contributions referred to in paragraphs 4.1 and 4.2 apply only to the actions/measures described in Ontario's strategic plan (Schedule B), based on the federal and provincial budget breakdown included in this Agreement.

## **8. ACCOUNTABILITY**

- 8.1 Canada and Ontario agree that they must be accountable to Parliament, the provincial legislature and the general public for the proper use of funds provided under this Agreement and the results achieved by these investments. Consequently, Ontario agrees to provide Canada, in the six (6) months following the end of each fiscal year, with a certified final report on the outputs achieved in each fiscal year by Ontario and on the actual expenditures incurred by the province between April 1 and March 31 of each fiscal year.
- 8.2 The requirements pertaining to the submission and acceptance of the certified final report on outputs and actual expenditures are described in Section 3 of Schedule A of this Agreement.

## **9. PARTNERSHIP**

- 9.1 The parties recognize that this Agreement does not constitute an association with the intent to establish a partnership or a joint venture, nor to create an agency relationship between Canada and Ontario.

## **10. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE OR THE LEGISLATIVE ASSEMBLY OF ONTARIO**

- 10.1 No member of the House of Commons, the Senate nor the Legislative Assembly of Ontario may take part in this Agreement nor benefit from it in any way.

## **11. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS**

- 11.1 No official or employee of Canada shall be admitted to share in this Agreement or to benefit from it without the written consent of the official's or employee's Minister. No former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this Agreement.

## **12. COLLABORATION WITH OTHER PROVINCES AND TERRITORIES**

- 12.1 Canada and Ontario agree that it is important to explore opportunities for collaboration between Canada, Ontario and other provinces and territories for the provision of quality services in French and support to the Francophone community development.

## **13. OTHER FEDERAL DEPARTMENTS (INTERDEPARTMENTAL COORDINATION)**

- 13.1 The Department of Canadian Heritage, in fulfilling its mandate to create and promote a concerted approach within federal institutions towards development of official-language communities and promotion of official languages, shall encourage these institutions to collaborate with their counterparts in Ontario on the implementation of services in French.

## **14. LIABILITY OF CANADA**

- 14.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Ontario or anyone else, that occurs through the execution of this Agreement by Ontario, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the Minister of Canadian Heritage, their employees, officers or agents.
- 14.2 Canada disclaims itself from any liability in the event that Ontario concludes a loan, rent-to-own contract or any other long-term contract involving the project for which the contribution is granted in this Agreement.

## **15. INDEMNIFICATION**

- 15.1 Ontario shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenses and costs related to any injury or death, or loss or damage to property caused or alleged to be caused by Ontario or its employees, officers or agents in carrying out the activities described in this Agreement, unless such injury, death, loss or damage is caused by the negligence, willful

misconduct or bad faith of Canada, the Minister of Canadian Heritage, their employees, officers or agents.

- 15.2 Canada shall indemnify Ontario, the Minister Responsible for Francophone Affairs, and their employees, officers and agents, and release them from any liability for claims, losses, damages, expenses and costs related to any injury or death, or loss or damage to property caused or alleged to be caused by Canada or its employees, officers or agents in carrying out the activities described in this Agreement, unless such injury, death, loss or damage is caused by the negligence, willful misconduct or bad faith of Ontario, the Minister Responsible for Francophone Affairs, their employees, officers or agents.

## **16. DISPUTE RESOLUTION**

- 16.1 In the event any dispute, difference or question (hereinafter referred to as the “dispute”) arises between the parties concerning the construction, meaning, effect, implementation of or compliance with this Agreement, the party with the dispute shall provide written notice to the other party of the dispute. The parties shall consult in good faith to discuss the dispute and possible remedial action, which could take place to address it. This step shall be completed within 30 days from the date that one of the parties provided written notice of the dispute, unless the parties otherwise agree. If the dispute is addressed to the reasonable satisfaction of the party who raised the dispute, the dispute shall be deemed to be cured and shall not be the basis for further remedies or termination of this Agreement under paragraph 17.2.
- 16.2 In the event that the parties cannot resolve the dispute through the consultation as provided for in paragraph 16.1, either party may provide the other party with written notice of the need to submit to mediation, and the dispute shall be submitted to a mediator to be chosen by the parties from any trade, profession, or field of expertise that would in the opinion of the parties enable the mediator to deal effectively with the dispute. The parties agree to select a mediator within 30 days from the date that one of the parties provided written notice of the need to submit to mediation. The parties agree to bear the cost of mediation equally. If the dispute is resolved by the mediation, the dispute shall be deemed to be cured and shall not be the basis for further remedies or termination of this Agreement under paragraph 17.2.
- 16.3 In the event that the dispute is not resolved through mediation as provided for in paragraph 16.2, the dispute shall be referred to a single arbitrator within 30 days of the parties failing to reach a mediated settlement. The arbitrator shall be mutually agreed upon by the parties or, failing agreement, an arbitrator appointed pursuant to the *Arbitration Act, 1991*, S.O. 1991, c.17. The provisions of the *Arbitration Act, 1991* shall apply to the arbitration. The arbitration shall be conducted at a time and place and in accordance with the procedure and rules to be determined by the arbitrator. The decision of the arbitrator shall be final and binding on the parties and no appeal will lie therefrom.

## **17. BREACH OF COMMITMENTS AND RECOURSE**

- 17.1 The following constitute breach of commitments:
- 17.1.1 Ontario, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or
- 17.1.2 Canada is of the opinion that one of the conditions or commitments included in this Agreement has not been fulfilled.
- 17.2 Subject to paragraphs 17.4 and 17.5, in the event of breach of commitments or if Canada believes that there is a risk of breach of commitments, Canada may avail itself of one or more of the following remedies upon giving notice in writing to Ontario of the breach:
- 17.2.1 Reduce Canada’s contribution to Ontario and inform it accordingly;
- 17.2.2 Suspend any payment of Canada’s contribution, either with respect to amounts already owing or future payments;
- 17.2.3 Rescind this Agreement and immediately terminate any financial obligation arising out of it;

17.2.4 By written demand, require a refund of amounts already paid that were spent contrary to the terms of this Agreement.

17.3 The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this Agreement or other applicable law.

17.4 Before availing itself of any of the remedies in paragraph 17.2, Canada shall first provide Ontario with an opportunity to remedy the breach by giving Ontario written notice: (i) of the particulars of the breach; (ii) of the period of time within which Ontario is required to remedy the breach; and (iii) that Canada shall terminate this Agreement at the end of the notice period provided for in the notice if Ontario fails to remedy the breach within the time period specified in the notice.

17.5 In the event that Ontario disagrees with Canada that there has been a breach of commitments or that there is a risk of breach of commitments, Canada agrees to submit to the dispute resolution procedures in paragraph 16 and exhaust those procedures before availing itself of any of the remedies in paragraph 17.2.

## **18. ASSIGNMENT**

18.1 This Agreement, or any benefit thereunder, may not be assigned without prior written approval from Canada.

## **19. APPLICABLE STATUTES**

19.1 This Agreement shall be governed by and interpreted in accordance with the applicable statutes in Ontario.

## **20. COMMUNICATIONS**

20.1 Any communication concerning this Agreement intended for Canada shall be sent by mail to:

Marie Moliner  
Regional Executive Director,  
Department of Canadian Heritage  
150, John Street, Room 400  
Toronto (Ontario) M5V 3T6

20.2 Any communication concerning this Agreement intended for Ontario shall be sent by mail to:

Marie-Lison Fougère  
Assistant Deputy-Minister  
Office of Francophone Affairs  
4<sup>th</sup> Floor, Mowat Block  
Toronto ON M7A 1C2

20.3 Any communication sent in this way shall be deemed to have been received after the time required for a letter to reach its destination.

## **21. DURATION**

21.1 This Agreement binds Ontario and Canada for the period starting April 1, 2005, and ending on March 31, 2009, and all contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied to the measures implemented and the expenses incurred by Ontario in carrying out its strategic plan (Schedule B).

**22. AMENDMENT OR TERMINATION**

22.1 The parties may, with mutual written consent, amend or terminate this Agreement during the life of the said Agreement.

**23. DESCRIPTION OF THE CONTRIBUTION AGREEMENT**

23.1 This Agreement, including the following schedules that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire Agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. Ontario acknowledges having read the Agreement and agrees with the contents.

SCHEDULE A – *Administrative Procedures and Conditions*

SCHEDULE B – Ontario’s Strategic Plan

SCHEDULE C – Model - *Certified final report on outputs and actual expenditures for (Fiscal year)*

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement on the date that appears on the second page.

**ON BEHALF OF CANADA**

**ON BEHALF OF ONTARIO**

Liza Frulla

Madeleine Meilleur

\_\_\_\_\_  
Minister of Canadian Heritage and  
Minister responsible for Status of Women

\_\_\_\_\_  
Minister Responsible for Francophone Affairs

**IN THE PRESENCE OF**

**IN THE PRESENCE OF**

Jonathan Nagle

Marie-Josée Lacroix

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**ADMINISTRATIVE PROCEDURES AND CONDITIONS**

**1. PAYMENT TERMS**

1.1 Strategic Plan

1.1.1 Canada's contributions to Ontario's strategic plan, referred to in paragraph 4.1 of this Agreement, shall be paid as follows:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2005-06 shall be made upon receipt and acceptance of Ontario's strategic plan (Schedule B) and signing of this Agreement and if all requirements for the previous payments have been met;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that year shall be made on or about April 15 upon receipt and acceptance by Canada, if necessary, of an updated strategic plan (Schedule B) and if all requirements for the previous payments have been met;
- (c) for each fiscal year of the Agreement, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance of:
  - i) a certified final report on outputs and actual expenditures for the previous fiscal year except for the first year of the Agreement; and
  - ii) a certified interim financial statement reporting actual expenditures made by Ontario during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.2 Special Projects

Canada's contribution to Ontario for special projects, referred to in paragraph 4.2 of this Agreement, shall be paid as follows:

1.2.1 For one-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made by Ontario during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.2.2 For multi-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that first fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that year shall be made on or about April 15 if all requirements for previous payments have been met;
- (c) for the first year of a multi-year project, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made by Ontario during the period ending September 30 of the current year and anticipated expenditures up to March 31 of the same fiscal year;

(d) for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance by Canada of:

- i) a certified final report on outputs and actual expenditures related to the special project for the previous fiscal year; and
- ii) a certified interim financial statement reporting actual expenditures made by Ontario during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.3 For all special projects, Ontario agrees to provide Canada with a certified final report on outputs and actual expenditures related to the special project. Ontario agrees to provide this report no later than September 30 of the fiscal year that follows the last year of the special project.

## **2. TRANSFERS**

2.1 Ontario may transfer funds between measures for the same objective, or between different objectives in the strategic plan (Schedule B), in order to meet the strategic plan (Schedule B) objectives, insofar as these transfers do not jeopardize the ability to achieve the expected results in the provincial strategic plan (Schedule B).

2.2 Ontario must present Canada with such a request for transfer between objectives in writing no later than February 15 of the fiscal year in question. This request for a transfer of funds between objectives will be subject to the approval of the federal co-chair of the Agreement's management committee. Canada must respond to Ontario's request no later than March 10th of the fiscal year in question.

## **3. CERTIFIED FINAL REPORTS ON OUTPUTS AND ACTUAL EXPENDITURES**

3.1 Within six (6) months following the end of each fiscal year, it is agreed that, for the purposes of this Agreement, Ontario will present Canada with a final report, certified by a senior program officer and a senior finance officer duly authorized by Ontario, on the outputs for each fiscal year based on the indicators set out in the provincial strategic plan (Schedule B) and the actual expenses, as per paragraph 1.1.1(c)(i) of Schedule A of this Agreement. This report provided by Ontario will be made according to the requirements set out for the certified final report on outputs and actual expenditures, with the necessary adjustments. It will be accompanied by a cover letter that will provide an overall interpretation of Ontario's outputs and examples of the Ontario's most significant achievements in relation to its objectives, as mentioned in its preamble (Schedule B).

3.2 Ontario agrees to provide its certified final report on outputs and actual expenditures for each fiscal year no later than September 30 of the following fiscal year.

3.3 Ontario agrees to keep accounts and documents up to date and in due form on receipts and expenditures related to the content of this Agreement, including all related invoices, receipts and supporting documents. Ontario will provide financial statements and other documents provided for in this Agreement from time to time as required by Canada, and it will manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this Agreement, Ontario will retain all financial accounts, source documents and other useful documents for a period of at least five years following the expiration of this Agreement.

## **4. NATIONAL REPORT ON RESULTS**

4.1 Canada and Ontario agree that the group of Officials Responsible for Francophone Affairs network as well as the Ministerial Conference on Francophone Affairs shall constitute the multilateral forums for the development of the national report.

4.2 Ontario agrees to share information with Canada on best practices adopted to measure results. Ontario and Canada further agree to develop indicators to measure progress made towards

agreed upon objectives, which could be integrated in strategic plans where and when appropriate.

- 4.3 The information mentioned in paragraph 4.2 will be incorporated to a report, which shall be produced and published by Canada during the third year of the Agreement.

## **5. INFORMATION TO THE PUBLIC**

- 5.1 Canada and Ontario agree to make the text of this Agreement and its schedules available to the Canadian public, in particular on their respective Websites, within a reasonable timeframe following the signature of this Agreement.
- 5.2 Ontario agrees to make available to the public copies of final report on outputs and certified financial reports on actual expenditures as part of this Agreement after these documents have been accepted by Canada. To obtain copies, interested individuals may contact Ontario in accordance with the provisions of paragraph 20.2 of this Agreement.
- 5.3 Ontario agrees to give recognition to Canada's participation when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this Agreement, publicity includes, without being limited to, news releases and provincial ministerial and agency reports. Ontario agrees to provide Canada with samples of these different kinds of publicity.
- 5.4 Canada and Ontario agree to share, at the time of its publication, any report on services in French that may be produced under this Agreement, to be used as complementary information.
- 5.5 Ontario agrees that all its communications with and the publications made available to the general public, in relation with this Agreement, will be in both official languages.

## **6. OVERPAYMENT**

- 6.1 The parties agree that, if payments made to Ontario under this Agreement exceed the amounts to which Ontario is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Ontario by an equivalent amount.

## **7. FINANCIAL AUDITS**

- 7.1 Canada may request an audit of the accounts and records of Ontario that are related to this Agreement for a period of up to five years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by both Ontario and Canada and, if conducted, will be carried out by a mutually agreed upon third party. Ontario shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 7.2 Canada agrees to inform Ontario of the results of any financial audit, and to pay to Ontario, as soon as possible after the completion of the audit, any monies that the audit may show to be then due and owing to Ontario. Ontario agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be then due and owing to Canada.

## **8. EVALUATION**

- 8.1 Ontario is responsible for evaluating the measures funded under this agreement and shall determine the scope of the evaluation and methodology and procedures to be used. Ontario shall provide Canada with a report on the measures evaluated.
- 8.2 Canada is responsible for evaluating the *Community Life Component* of the *Official Language Communities Support Program*. Ontario shall provide all relevant information necessary for this evaluation.
- 8.3 Canada and Ontario may agree on a joint evaluation for all or some of the measures funded under this agreement. In such cases, the two parties shall fund the evaluation on an equal basis.

## **9. CONSULTATIONS**

- 9.1 The Government of Ontario and its ministries, as part of their normal operations, consult with stakeholders using a variety of means and methods.

The Office of Francophone Affairs, as well as the participating ministries, conduct consultations with Francophone stakeholders in different ways including:

- stakeholders forums;
- through the Minister's tours throughout the province;
- meetings on an ongoing basis with representatives of the community and associations;
- through a formal complaints procedure;
- participation in different community events;
- through the internet, electronic mail and other forms of communication;
- information gathered through the various media, etc.

The information and feedback gathered with respect to the Francophone community's needs in terms of the programs, policies and initiatives was used in the development of this strategic plan. The results-based nature of these initiatives will ensure feedback from the community for the duration of the Agreement.

- 9.2 The strategic objectives of the Canada-Ontario Agreement on French-Language Services must be integrated into the Ontario government's plan to deliver results for Ontario. The proposed measures were designed to address the government's priorities and produce measurable results.

The Ontario government has set five key priorities for its four-year term of office. All government programs must take these key priorities into account and, wherever possible, contribute to achieving the targeted outcomes.

Thus, Ontario's strategy to ensure the implementation of its Strategic Plan is comprised of two main components:

- the initiatives submitted by Ontario's ministries and agencies included the strategies, planned actions/measure, expected results and performance indicators that they made a commitment to follow in carrying out these projects; and
- all the initiatives fall within the ministries and agencies results-based plans, which are already results oriented.

The data sources will be determined, on a case-by-case basis, by participating ministries/agencies and by the performance measures described in Ontario's Strategic Plan.

**MODEL**  
**CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES FOR (FISCAL YEAR)**  
*Canada -Ontario Agreement (Title of Agreement)*

**GENERAL OBJECTIVE:** **Statement of the overall objective set by the province/territory**

| <b>Objective:</b>   |   |                               |   |   |
|---|---|-------------------------------|---|---|
| <b>PLANNED<br/>ACTION/MEASURES<br/>2005-06 TO 2008-09</b> | <b>EXPECTED RESULTS<br/>(FISCAL YEAR IN QUESTION)</b> | <b>PERFORMANCE INDICATORS</b> | <b>OUTPUTS ATTAINED<br/>(FISCAL YEAR IN QUESTION)</b> | <b>ACTUAL EXPENDITURES TO<br/>MARCH 31, (FISCAL<br/>YEAR)</b> |
|   |   |                               |   | Federal:<br><u>Provincial:</u><br><b>Total:</b>               |

Certified by: \_\_\_\_\_ (Senior Program Officer)

Date: \_\_\_\_\_

Certified by: \_\_\_\_\_ (Senior Financial Officer)

Date: \_\_\_\_\_